



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 16, 2018
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

1. Discussion of Potential Crown Mill Local Historic District – Reed Fincher, HPC
2. Discussion of Dalton Depot Building
3. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting Minutes of April 2, 2018
6. New Business:
 - A. Ratification of Local Government Approval and Certification for DCA Emergency Solutions Grant for Dalton-Whitfield Community Development Corporation and HOPWA Grant for the Living Room, Inc.
 - B. First Amendment to Lease Agreement with North Georgia Health District
 - C. Resolution 18-02
Resolution Pertaining to Ethics in Government
 - D. Master Services Agreement with iVision, Inc. for Cisco UCS Servers
 - E. Orkin Pest Control Services Agreement for Dalton Parks and Recreation
 - F. Pyro Engineering Fireworks Display Agreement for Dalton Parks and Recreation
 - G. Ordinance – First Reading:
Ordinance 18-05
To Amend Chapter 2 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Administration"; By Amending Article II Captioned: "Mayor and Council" By The Addition Of A New Section 2-34 Captioned "Liaisons"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
7. Supplemental Business
8. Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
APRIL 2, 2018

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Annalee Harlan, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

AGENDA

The Mayor and Council discussed the agenda items including the following:

Local Government Approval and Certification for DCA Emergency Solutions Grant for Dalton-Whitfield Community Development Corporation

Jennifer Shearin, Executive Director Dalton-Whitfield Community Development Corporation came before the Mayor and Council asking for approval for the Certification for DCA Emergency Solutions. Shearin also asked that the Living Room be added to the approval. Shearin stated that DCA will not accept Dalton-Whitfield CDC's application for grants unless the local government certifies that it is consistent with the consolidated plan.

Public Safety Commission Recommendations

(2) New 2018 Alcohol Beverage Applications
Reviewed.

Consulting Agreement with BLULYNX SOLUTIONS for Consulting Services for the City of Dalton CDBG Program

CFO Cindy Jackson asked for approval of the Blulynx Solutions for Consulting Services. Jackson stated due to the recent resignation of the CDBG Director, she recommends hiring Blulynx Solutions to administer the City's CDBG program.

Probation Services Agreement with Alternative Probations Services, Inc., for Dalton Municipal Court

This item was removed from consideration pending further review.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:39 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 2, 2018

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Annalee Harlan, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

PLEDGE OF ALLEGIANCE

The Mayor led the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no Public Comments.

AGENDA

On the motion of Alderman Goodlett, second Alderman Harlan, the Mayor and Council approved the Agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed Work Session and Regular Meeting Minutes of March 19, 2018 and Special Called Joint Meeting of March 28, 2018. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved. The vote was unanimous in favor.

LOCAL GOVERNMENT APPROVAL AND CERTIFICATION FOR DCA EMERGENCY SOLUTIONS GRANT FOR DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

This item was removed from the agenda and is set to be on the Mayor and Council's April 16, 2018 agenda.

PUBLIC SAFETY COMMISSION RECOMMENDATIONS

(2) New 2018 Alcohol Beverage Applications

The Mayor and Council Reviewed the Public Safety Commission recommendation regarding the following 2018 Alcohol Beverage Applications:

Business Owner: K-VA-T Food Stores, Inc.
d/b/a: Food City #211
Applicant: K-VA-T Food Stores, Inc.
Business Address: 1308 West Walnut Ave
Type: Beer Package, Wine Package
Disposition: New

Business Owner: Sol De Mayo, LLC
d/b/a: Sol De Mayo
Applicant: Karina Cervantes
Business Address: 821 Chattanooga Ave. Suite H
Type: Pouring Beer
Disposition: New

On the motion of Alderman Wood, second Alderman Crews, the Mayor and Council accepted the recommendation and approved the applications. The vote was unanimous in favor.

CONSULTING AGREEMENT WITH BLULYNX SOLUTIONS FOR CONSULTING SERVICES FOR THE CITY OF DALTON CDBG PROGRAM

The Mayor and Council reviewed the Consulting Agreement with BLULYNX SOLUTIONS for Consulting Services for the City of Dalton CDBG Program. CFO Cindy Jackson stated due to a resignation in the CDBG in house program manager, she recommends hiring Blulynx Solutions to administer the City's CDBG program. On the motion of Alderman Crews, second Alderman Wood, the Mayor and Council approved the agreement. The vote was unanimous in favor.

PROBATION SERVICES AGREEMENT WITH ALTERNATIVE PROBATIONS SERVICES, INC., FOR DALTON MUNICIPAL COURT

This item was removed from the agenda for further review.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:05 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



Mayor and Council Agenda Request

Council Meeting Date: 4/16/2018

Department: DWCDC

Subject: 2018 Emergency Solutions Grant application to DCA

Cost: N/A Already in Current Year Budget? Yes ☐ No ☒

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? _____

Please provide a summary of your request, including background to explain the request

DCA requires local approval of all ESG applications. The DWCDC and Living Room each have separate applications in this year's competition.

Local Approval- This form verifies that the projects are located within the City's jurisdiction and the projects are approved to compete for funding by DCA.

Certification of Consistency- The City must certify that the applications are consistent with needs identified in the City's Consolidated Plan.

Requested By:

Jennifer Shearin

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date

Certification of Consistency with the Local HUD Consolidated Plan

Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> (including Marietta) | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Hinesville | |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Johns Creek | <input type="checkbox"/> Not Applicable for |
| <input type="checkbox"/> Cherokee County | <input type="checkbox"/> Fulton County | <input type="checkbox"/> Macon | Balance of State – |
| <input type="checkbox"/> Clayton County | <input type="checkbox"/> (including Roswell) | <input type="checkbox"/> Rome | Form Not Required |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2018 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Dalton-Whitfield Community Development Corporation

Project Name(s): Street Outreach, Motel Vouchers, Rapid Rehousing, and Shelter Plus Care supplemental

Project Type: Identify area homeless to connect them with housing options

Location(s) of the Project(s): 310 Selvidge St. Dalton GA 30720

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: ☒ Emergency Solutions Grants ☐ HOPWA

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Signature: 

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email john.shereikis@dca.ga.gov

Local Government Approval

This form is required for Emergency Shelter applications only.

To: Georgia Department of Community Affairs

Subject: 2018 Application for Emergency Solutions Grants Program (ESG)

Applicant: Dalton-Whitfield COmmunity Developn

HMIS

Agency Client Track

Name:

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Application I - Emergency Shelter	HMIS Project Name	Amount Requested
Street Outreach	Street Outreach VI	Dalton Whitfield Outreach	40,000
Motel Vouchers	Motel Vouchers VII	Dalton Whitfield Motel Vchr DWDCDC	10,000
Rapid Rehousing	Rapid Rehousing V	Dalton Whitfield RRH	40,000
S+C Supportive Service Grant	Supplemental Application	Dalton Whitfield SPC 100 0207 & SPC	25,000
Total DCA Funds Requested:			115,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

The City of Dalton

Name of Approving Local Government

By:

Dennis Mock

Name of Authorized Official

Signature of Authorized Official

Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email: john.shereikis@dca.ga.gov.

Certification of Consistency with the Local HUD Consolidated Plan

Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> (including Marietta) | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Hinesville | |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Johns Creek | <input type="checkbox"/> Not Applicable for |
| <input type="checkbox"/> Cherokee County | <input type="checkbox"/> Fulton County | <input type="checkbox"/> Macon | Balance of State – |
| <input type="checkbox"/> Clayton County | <input type="checkbox"/> (including Roswell) | <input type="checkbox"/> Rome | Form Not Required |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2018 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Living Room, Inc.

Project Name(s): Northwest Georgia Project

Project Type: Long Term Rental Assistance

Location(s) of the Project(s): Dalton, District 1-2 Health Department

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: ☐ Emergency Solutions Grants ☒ HOPWA

Name of Certifying Jurisdiction: _____

Typed Name and Title of Certifying Official of the Jurisdiction: _____

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email john.shereikis@dca.ga.gov

Local Government Approval

This form is required for Emergency Shelter applications only.

To: Georgia Department of Community Affairs

Subject: 2018 Application for Emergency Solutions Grants Program (ESG)

Applicant: Living Room, Inc. **HMIS**
Agency Living Room
Name:

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Application I - Emergency Shelter	HMIS Project Name	Amount Requested
Northwest Georgia Project	HOPWA	Living Room HOPWA DCA	332,000
Total DCA Funds Requested:			332,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Dalton
Name of Approving Local Government

By: Dennis Mock
Name of Authorized Official

[Signature]
Signature of Authorized Official

Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email: john.shereikis@dca.ga.gov.



Mayor and Council Agenda Request

Council Meeting Date: 4-16-18

Department: Administration

Subject: First Amendment to Lease Agreement

Cost: _____ Already in Current Year Budget? Yes ____ No ____

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

First Amendment to lease agreement with North Georgia Health District for reduction in rent and term for WIC office premises at the Mack Gaston Community Center.

Requested By:

Jason Parker

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date



NORTH GEORGIA HEALTH DISTRICT

1710 Whitehouse Court

Dalton, Georgia 30720

Website: www.nghd.org



Zachary Taylor, MD, MS

District Health Director

(706) 529-5757 office

(706) 529-5740 fax

Zachary.Taylor@dph.ga.gov

March 27, 2018

City of Dalton

Attn: Jason Parker, City Manager

300 West Waugh Street

P.O. Box 1205

Dalton, GA 30720

RE: North Georgia Health District WIC Program
Mack Gaston Community Center

Jason,

I have enclosed the executed amendment to our lease agreement in the Mack Gaston Community Center. I would like to extend our sincere appreciation for your efforts in assisting in the negotiation of this lease due to our budget constraints. Thank you again for your help.

Best regards,

Stephen J. Tonya,
Chief Financial Officer / Administrator
North Georgia Health District

Cc: Dr. Zachary Taylor



NORTH GEORGIA HEALTH DISTRICT 1-2

Cherokee: Canton (770) 345-7371 / Woodstock (770) 928-0133

Gilmer (706) 635-4363

Pickens (706) 253-2821

Fannin (706) 632-3023

Murray (706) 695-4585

Whitfield (706) 279-9600

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") made this _____ day of _____, 2018 between the City of Dalton ("Lessor") and North Georgia Health District ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated December 19, 2011 (the "Lease") wherein Lessor leased to Lessee certain premises described in Exhibit "A" thereto; and

WHEREAS, Lessor and Lessee desire to amend the term and the rental amount under the Lease on the terms and conditions herein.

NOW, THEREFORE, IN CONSIDERATION of in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **AMENDMENT OF LEASE.** The Lease is hereby amended in the following particulars:

(a) Section 3 of the Lease captioned "Term" is deleted in its entirety and a new Section 3 captioned "Term" is substituted in lieu thereof and shall read as follows:

3. **TERM.** The term of the Lease commenced on January 1, 2012 and shall terminate on March 31, 2020 at midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the Lease.

(b) Section 4 of the Lease captioned "Rent" is deleted in its entirety and a new Section 4 captioned "Rent" is substituted in lieu thereof and shall read as follows:

4. **RENT.** Commencing on April 1, 2018 and through the balance of the term of this Lease, Lessee shall pay rent at the rate \$1,180 per month. Rent payments shall be due on the first day of each month of the term of this Lease.

2. **RATIFICATION.** Except as expressly amended hereby, the Lease is hereby ratified and approved by the parties hereto.

3. **MISCELLANEOUS.** This Amendment and the Lease set forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be modified except by written agreement signed by all parties hereto. This Amendment and the Lease shall be binding upon the parties hereto and their respective heirs and permitted assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT TO
LEASE AGREEMENT on the date first indicated above.

LESSOR:

The City of Dalton

By: _____
Name: _____
Title: _____

LESSEE:

North Georgia Health District

By: Z MD
Name: Zachary Taylor, MD
Title: District Health Director



Mayor and Council Agenda Request

Council Meeting Date: 4/16/18

Department: Administration

Subject: Ethics Resolution

Cost: N/A Already in Current Year Budget? Yes ☐ No ☐

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

We are required by GMA to recertify periodically as a Georgia Certified City of Ethics.

Requested By:

Jason Parker

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date

RESOLUTION 18-02

Resolution Pertaining To Ethics In Government

WHEREAS, the City of Dalton is a Georgia Certified City of Ethics; and

WHEREAS, the Certified City of Ethics program established by the Georgia Municipal Association requires periodic recertification of ethical standards by qualified cities; and

WHEREAS, the Mayor and Council desire to recertify the City as a Certified City of Ethics; and

WHEREAS, part of the recertification process requires the Mayor and Council to subscribe again to the ethics principles approved by the Georgia Municipal Association Board.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, that as a group and as individuals and as representatives of the general government of the City we do and will subscribe to the following ethics principles and pledge to conduct the affairs of the City accordingly:

Serve others, not ourselves

Use resources with efficiency and economy

Treat all people fairly

Use the power of our position for the well-being of our constituents

Create an environment of honesty, openness and Integrity

SO RESOLVED this ____ day of _____, 2018.

CITY OF DALTON, GEORGIA

Dennis Mock, Mayor

Denise Wood, Alderman

Gary Crews, Alderman

Tyree Goodlett, Alderman

Annalee Harlan, Alderman



President
Dorothy Hubbard
Mayor, Albany

First Vice President
Linda Blechinger
Mayor, Auburn

Second Vice President
Phil Best
Mayor, Dublin

Third Vice President
Vince Williams
Mayor, Union City

Immediate Past President
Boyd Austin
Mayor, Dallas

Executive Director
Larry H. Hanson

March 15, 2018

Mr. Dennis Mock
Mayor
City of Dalton
300 W. Waugh Street
Dalton, GA 30720

RE: GMA Certified City of Ethics Program

Dear Mayor:

The City of Dalton is scheduled to recertify as a Georgia Certified City of Ethics. To remain certified, the city must submit to GMA for review and approval a copy of any changes to the city's ethics ordinance since initial certification and a current resolution signed by a majority of the governing body re-adopting the five ethics principles. You have an opportunity to recertify in June 2018. To recertify and be recognized at the GMA Convention in June 2018, these materials must be received by GMA no later than April 30, 2018. Please forward the materials to GMA Legal Assistant, Gina Shirley.

Please visit GMA's website, www.gmanet.com, to see the program requirements and sample ordinance and view the GMA publication "Ethics in Government: Charting the Right Course." If you have any additional questions about the program, please feel free to give Gina a call at 678) 686-6258 or email rs Shirley@gmanet.com.

We appreciate your participation in this important program.

Sincerely,

Susan J. Moore
General Counsel

C: Ms. Bernadette Chattam, City Clerk

Date _____

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ (the "Effective Date") by and between iVision, Inc., a Georgia corporation with a place of business at: 1430 West Peachtree Street NW, Suite 425, Atlanta, GA 30309 ("iVision"); and _____ City of Dalton _____, a Georgia municipal corporation with a place of business at _____ 300 West Waugh Street, Dalton, GA 30722 _____ ("Client").

BACKGROUND

iVision is a technology integration and management firm which provides fully-managed enterprise-class technology infrastructure, applications and solutions to its clients. In connection therewith, Client has selected iVision to provide, and iVision has agreed to provide to Client, certain professional services, all as further described in this Agreement and in one or more Engagement Schedules executed hereunder.

Now, therefore, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services.

- 1.1 **Services.** iVision will, directly or through affiliates or independent contractors, provide to Client the services described in one or more engagement schedules executed by iVision and Client (each, an "Engagement Schedule") pursuant to this Agreement (the "Services"). Each Engagement Schedule will also set forth, among other things, the fees for the Services (the "Fees") and all Deliverables (as defined herein) to be provided by iVision. Each Engagement Schedule is incorporated herein and made a part hereof. In the case of any conflict between the terms of this Agreement and any Engagement Schedule or attachment thereto, the terms of the Engagement Schedule shall prevail.
- 1.2 **Project Control.** iVision shall manage, perform, or cause to be performed all Services hereunder in its sole and absolute discretion, including without limitation the selection of iVision personnel to perform the Services.

2. Fees & Expenses.

- 2.1 **Fees.** Fees for the Services are set forth in the applicable Engagement Schedule.
- 2.2 **Expenses.** Unless otherwise set forth in an Engagement Schedule, iVision is entitled to reimbursement from Client for documented "out-of-pocket" and travel expenses that are in excess of \$100 and reasonably incurred and necessary for iVision's performance of the Services. iVision shall support all requests for reimbursement of expenses with original receipts.
- 2.3 **Invoices; Payment.** Client will pay iVision all Fees and expenses due on a timely basis, and may not withhold, set-off or otherwise deduct any amounts from such Fees and/or expenses. All invoices are due and payable within thirty (30) days of the invoice date (the "Due Date") or unless expressly stated otherwise in an Engagement Schedule. iVision may charge a late fee at the rate of 1.5% per month on any amounts not paid by the Due Date until such amounts are paid in full.
- 2.4 **Taxes.** The Fees and expenses specified in the Engagement Schedules do not include taxes, including VAT, sales, excise, gross receipts and withholding taxes, universal service fund Fees, and any similar tax or tax-like charges levied by any duly constituted authority or any government imposed Fees or surcharges which may be applicable, all of which Client agrees to pay and which will be invoiced to Client in accordance with local law, excluding tax on iVision's income. If iVision provides local billing in countries where a withholding tax applies, then Client will pay such additional amounts as may be necessary so that iVision receives the amount it would have received had no withholding tax been imposed.

3. Delivery and Acceptance.

- 3.1 Delivery and Acceptance.** Any and all items that iVision is required to deliver to Client in connection with the Services ("Deliverables") shall be delivered to Client pursuant to the terms set forth in the applicable Engagement Schedule. Unless stated otherwise in an Engagement Schedule, Client shall accept each Deliverable within fifteen (15) business days of its delivery as long as such Deliverable materially conforms to the specifications set forth in the Engagement Schedule. In the event Client rejects any Deliverable, such rejection must be delivered to iVision in writing within such fifteen (15) day period, specifying the nature of any material non-conformance to the specifications set forth in the Engagement Schedule. If Client does not reject a Deliverable in the manner set forth herein, or if Client uses any portion of the Deliverable within such fifteen (15) day period, the Deliverable is deemed to have been accepted.
- 3.2 Rejection; Correction.** If Client rejects any Deliverable as provided herein, iVision will have ten (10) business days from the receipt of Client's written rejection to provide Client with a timetable for correcting the non-conformance identified by Client.

4. Governance. Unless otherwise set forth in an Engagement Schedule:

- 4.1** Client shall appoint an individual who will serve as the primary contact point for iVision in connection with each Engagement Schedule (the "Client Project Manager"), and iVision shall appoint one or more individuals, as applicable, who will serve as the primary contact point for Client in connection with each Engagement Schedule (each, a "Service Manager").
- 4.2** The Service Manager and the Client Project Manager shall meet as required during the term of each Engagement Schedule for the purpose of facilitating a successful relationship and overseeing the performance of each Engagement Schedule, including but not limited to, (a) tracking the progress of the implementation process; (b) reporting other progress, such as for special projects, (c) reviewing business plans that may impact the Services, (d) resolving disputes that may arise under this MSA or any Engagement Schedule (e) reviewing iVision's performance of the service levels set forth in the Engagement Schedule, (f) coordinating and planning for any new equipment or software acquisitions or needs, (g) reviewing strategic and tactical decisions for Client in respect of the establishment, budgeting and implementation of Client's priorities and plans for information technology, and (h) monitoring and resolving disagreements regarding the provision of the Services and the applicable service levels.

5. Change Control and Amendments.

- 5.1 Change Request.** Unless otherwise set forth in an Engagement Schedule, any and all changes to the Services (or any other item in Client's information technology environment for which iVision has responsibility) that would materially alter the functionality, performance, or technical environment, or decrease the resource efficiency of the software, equipment or items within such environment (each, a "Change;" collectively, "Changes"), shall be subject to the change control procedures set forth in this Section 5 ("Change Control Procedure"). Notwithstanding the foregoing, iVision may make temporary Changes required by an emergency if iVision has been unable to contact the Client Project Manager to obtain such prior written approval after making reasonable efforts.
- 5.2 Change Control Procedure.** iVision's Change Control Procedure is defined as follows:
- 5.2.1 Request for Change (RFC).** Client or iVision will initiate a change request upon written notice to other party. This request will include a description of the requested Change, name of party initiating the request, requested timeframe, business justification and other fields as required.
- 5.2.2 Approval for Analysis.** If the Change is related to the delivery of Services to the Client, iVision personnel with approval authority will consider and approve or reject the Change request for impact analysis.

- 5.2.3 Impact Analysis.** An analysis of the Change request will occur with required iVision parties to determine the technical, cost and schedule impacts of the requested Change. The results will be presented to iVision for consideration and approval/rejection to implement. Any Change related to Client's systems or environment shall be approved or rejected in Client's sole discretion.
- 5.2.4 Change Approval.** If a Change request has been approved by both parties, the parties shall document such Change in an amendment or addendum to this Agreement or the applicable Engagement Schedule, as appropriate (a "Change Order"). No Change shall be binding unless and until both iVision and Client execute a written Change Order.
- 5.2.5 Implementation.** The Change will be implemented per the terms set forth in the Change Order. iVision will use commercially reasonable efforts to ensure continuity of Services at agreed-upon service levels during the implementation of approved Change Orders.
- 5.3 Amendments.** All other modifications or changes to this Agreement or any Engagement Schedule or attachment thereto shall be set forth in a written amendment or addendum and signed by both parties in accordance with Section 16.11 below.
- 5.4** For the avoidance of doubt, the parties agree that this Section does not in any manner limit Client's sole and exclusive right to make any changes it desires to its own systems and environment, including arrangements with third party contractors. Client shall notify iVision of any such changes should Client believe such changes might affect the Services delivered by iVision. Any failure or impact to Services caused by changes initiated and performed by Client with or without prior notice to iVision will not be deemed a breach of this Agreement or any Engagement Schedule(s) by iVision.
- 6. Proprietary Rights.**
- 6.1 Definitions.** The following terms and phrases shall have the meanings as set forth below in this Section 6:
- 6.1.1 "Customized Deliverable(s)"** means those items which are (a) conceived, developed and created by iVision specifically and uniquely for Client under the applicable Engagement Schedule and (b) expressly designated as "Customized Deliverables" in the applicable Engagement Schedule. Customized Deliverables does not include iVision Materials.
- 6.1.2 "Intellectual Property Rights"** means any and all rights, title and benefit that an author or creator of an intellectual property may have in or to such intellectual property under any patent law, copyright law, moral rights law, trade secret law, trademark law, or other similar laws anywhere in the world.
- 6.1.3 "iVision Materials"** means any tools, utilities, or any other data, code, charts, instructions, forms, manuals, processes, lists, text, software, images, audio, and video and all other works of authorship that are developed by iVision (a) prior to the Effective Date; (b) after the Effective Date for another client, or (c) which are also used to support deliverables for other iVision clients or which can otherwise be utilized by iVision in other instances as part of its business.
- 6.1.4 "Third Party Materials"** means the software, data, code, charts, instructions, forms, manuals, lists, text, images, audio, video and all other works of authorship, whether or not publicly available, copyrighted or copyrightable, that are included in a Deliverable or that are required for use of a Deliverable which are not developed, or otherwise owned, by iVision.
- 6.2 "Third Party Materials."** Unless otherwise indicated in the Engagement Schedule, Client shall be responsible for procuring all Third Party Materials identified by iVision as required for the development, use or modification of the Deliverables.
- 6.3 Ownership of Customized Deliverables.** Conditioned upon payment by Client of all amounts due as provided herein, the parties acknowledge and agree that all right, title and interest in and to all Customized

Deliverables as well as any and all Intellectual Property Rights therein and all improvements thereof shall be the sole and exclusive property of Client. iVision acknowledges that, to the extent permitted by law, all Customized Deliverables consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Client. To the extent that the foregoing does not apply, iVision hereby irrevocably assigns to Client, and its successors and assigns, for no additional consideration, iVision's entire right, title and interest in and to all Customized Deliverables and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit Client's rights, title or interest in any Customized Deliverable or Intellectual Property Rights therein so as to be less in any respect than Client would have had in the absence of this Agreement. To the extent any copyrights are assigned under this Section 6.3, iVision hereby irrevocably waives in favor of Client, to the extent permitted by applicable law, any and all claims Client may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply. iVision agrees to perform, during or after the term of this Agreement, at no cost to iVision, such further acts as may be reasonably requested by Client to perfect Client's ownership rights to the Customized Deliverables as provided herein.

6.4 License to iVision Materials; Ownership. iVision hereby grants to Client a limited, revocable, non-exclusive, non-transferable worldwide license to use certain iVision Materials as designated by Client solely in connection with the use of the Customized Deliverables in the ordinary course of Client's business, but exclusive of any source code. Client hereby acknowledges and agrees that except for the licenses granted hereunder, iVision retains ownership of all right, title, and interest in and to the Deliverables and all iVision Materials.

6.5 Retained Rights. The parties acknowledge and agree that iVision owns and retains all Intellectual Property rights in the iVision Materials. Client hereby acknowledges that iVision is free to develop deliverables, comparable to the Deliverables, independently and for other clients of iVision, so long as such deliverables do not include Trade Secrets (as defined below) or Confidential Information (as defined below) of Client. Client further acknowledges and agrees that iVision is not obligated to restrict the future work assignments of individuals who have had access to Clients' Confidential Information or Trade Secrets. In addition, such individuals are free to use the information they remember related to an Engagement Schedule or the Services, including ideas, concepts, know how or techniques, so long as they do not disclose Confidential Information or Trade Secrets of Client in violation of this Agreement. Such use does not grant iVision any rights under Clients' copyrights, patents, or other intellectual property, other than as specifically set forth herein, and does not require the payment of any royalties or licensees.

6.6 Survival. This Section 6 shall survive termination or expiration of this Agreement.

7. Confidentiality. In the course of performing this Agreement and/or one or more Engagement Schedules, either party may disclose to the other Trade Secrets and/or Confidential Information (as defined below). These constitute valuable assets of the disclosing party, and any unauthorized use or disclosure thereof may cause substantial loss of competitive advantage and other serious injury to such disclosing party. Accordingly, each of Client and iVision hereby agrees:

7.1 Definition of Trade Secrets. "Trade Secrets" shall mean any information of the disclosing party, without regard to form, related to the business of the disclosing party, including, but not limited to, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plans, product or service designs, product or service plans or a list of actual or potential Clients or suppliers, which is not commonly known by or available to the public and which information (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets also include any information described in this paragraph which the disclosing party obtains from another party and which such party treats as proprietary or designates as trade secrets, whether or not owned or developed by the disclosing party.

- 7.2 Definition of Confidential Information.** "Confidential Information" shall mean any data or information, other than Trade Secrets, that has value to the disclosing party and is not generally known to competitors of such party. Confidential Information also includes any information described in this paragraph which the disclosing party obtains from another party and which such party treats as proprietary or designates as confidential information, whether or not owned or developed by such party.
- 7.3 Excluded Information.** The terms "Trade Secrets" and "Confidential Information" shall not include any materials or information of the types specified above to the extent that such materials or information (i) become publicly known or generally used by others engaged in the same business or activities in which the disclosing party used, developed, or otherwise acquired such information; or (ii) are known to the receiving party prior to the date hereof, having been lawfully received from parties other than the disclosing party; or (iii) are furnished to others by the disclosing party with no restriction on disclosure, or (iv) was or is independently developed by the receiving party without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information or Trade Secrets. Failure to mark any of the Trade Secrets or Confidential Information as confidential shall not affect their status as Trade Secrets or Confidential Information.
- 7.4 Nondisclosure.** Each of the parties hereto acknowledges that in order for iVision to perform the Services, it shall be necessary for each party to disclose to the other party certain Confidential Information and Trade Secrets. Each of the parties hereto agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information or Trade Secrets to any third parties or employees, except such third parties or employees who have a need to know such Confidential Information or Trade Secret in order to give effect to each party's rights hereunder and who have bound themselves to respect and protect the confidentiality of the Confidential Information and Trade Secrets. Both parties further agree that, except as provided in Section 8 below, the terms and existing of this Agreement and all Engagement Schedules and Service Orders executed hereunder shall be kept strictly confidential and shall not be disclosed to any third party, except as may be required pursuant to applicable laws.
- 7.5 Survival.** This Section 7 shall survive termination or expiration of this Agreement.
- 7.6 Open Records.** Notwithstanding anything herein to the contrary, Client shall make disclosures of Confidential Information if it is required to do so pursuant to the Georgia Open Records Act, and such disclosures shall not be deemed a breach of this Agreement.
- 8. Use of Name.** iVision may use the Services performed for Client as an illustrative case study, provided that the case study shall not include any Trade Secrets or Confidential Information of Client, and Client shall be entitled to review and suggest revisions thereto before it may be made available to any third parties on iVision's website or otherwise. Any other use of Client's name on iVision's marketing materials shall be subject to Client's prior written consent. Client shall not without prior written consent of iVision in each instance, use in advertising, publicity or otherwise, the name, logo or trademark of iVision.
- 9. Representations, Warranties and Covenants.**
- 9.1 Authority.** Each party warrants and represents that it has the authority to enter into this Agreement (including each Engagement Schedule executed in connection herewith) and to perform its obligations hereunder.
- 9.2 Services and Deliverables.** iVision represents and warrants to Client that (a) the Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, and (b) the Deliverables will function in material conformity with the specifications set forth in the Engagement Schedule on the date of delivery and for thirty (30) days thereafter (the "Warranty Period"), with properly configured hardware and software. Client shall notify iVision of any material non-conformance in writing within the Warranty Period. iVision's sole responsibility will be to use commercially reasonable efforts to correct such errors, or at iVision's option, to refund to Client the Fees paid for the portion of the Deliverables containing the error after Client has returned such Deliverables to iVision. Notwithstanding the foregoing, iVision's warranty hereunder shall not apply to any Deliverables modified by any person or entity other than iVision. iVision's warranty is personal to Client and may not be assigned or transferred to any third party.

- 9.3 Consents, Approvals and Compliance.** Client represents, warrants and covenants to iVision that at all times during the term of this Agreement, Client shall comply in all material respects with all federal, state and local laws, rules and regulations applicable to Client in connection with the Services. Client further represents, warrants and covenants that all Third Party Consents (as defined below) will be obtained and maintained by Client during the term of this Agreement. Client will pay any costs of obtaining and maintaining the Third Party Consents. If Client has not obtained a Third Party Consent, Client will develop a suitable workaround, subject to iVision approval and at Client's cost and expense. "Third Party Consents" means all licenses, consents, authorizations and approvals that are necessary to allow iVision to perform the Services, including without limitation iVision's access to and use of owned and leased assets of Client, services provided for the benefit of Client under third party services contracts, and any Client software or other assets of Client.
- 9.4 iVision Policies.** Client agrees to comply with any and all iVision policies, procedures and standards, including without limitation, iVision's Acceptable Use Policy, iVision's security procedures applicable to persons visiting iVision's properties or premises, and such other policies as may be communicated by iVision to Client from time to time.
- 9.5 Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH ABOVE, IVISION DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE SERVICES, INFORMATION, DOCUMENTATION, DELIVERABLES OR ANY OTHER WORKS OF AUTHORSHIP PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT OR ANY ENGAGEMENT SCHEDULE HEREUNDER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. Limitations of Liability.

- 10.1 LIABILITY LIMIT.** NOTWITHSTANDING ANYTHING HEREIN OR IN ANY ENGAGEMENT SCHEDULE TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF IVISION AND CLIENT, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES AND REPRESENTATIVES, FOR ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION UNDER THIS AGREEMENT TOGETHER WITH ALL ENGAGEMENT SCHEDULES EXECUTED HEREUNDER, SHALL BE LIMITED TO THE LOWER OF (A) \$50,000, OR (B) THE AGGREGATE AMOUNT OF FEES PAID BY CLIENT AND RECEIVED BY IVISION IN THE PREVIOUS THREE MONTH PERIOD WITH RESPECT TO THE ENGAGEMENT SCHEDULE TO WHICH THE CLAIM RELATES ; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE FOLLOWING:
- 10.1.1** IN THE EVENT IVISION FAILS TO COMPLY WITH A SERVICE LEVEL SET OUT IN AN ENGAGEMENT SCHEDULE, IVISION'S LIABILITY FOR SUCH BREACH SHALL BE LIMITED TO THE AMOUNT OF THE CREDIT EXPRESSLY SET OUT IN THE APPLICABLE ENGAGEMENT SCHEDULE, WHICH SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY; AND
- 10.1.2** THE LIMITATION IN SECTION 10.1 SHALL NOT APPLY TO CLIENT'S OBLIGATION TO PAY IVISION FEES DUE UNDER THIS AGREEMENT AND/OR ANY ENGAGEMENT SCHEDULE.
- 10.2 WAIVER OF CONSEQUENTIAL AND INDIRECT DAMAGES.** THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL EITHER PARTY NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, REVENUE, PROFIT OR GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, ANY ENGAGEMENT SCHEDULE, THE DELIVERABLES, PRODUCTS, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, UNDER ANY THEORY OF TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY OR STRICT LIABILITY, EVEN IF THE PARTY HAS

BEEN NOTIFIED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11. Indemnification.

- 11.1 By iVision.** iVision shall indemnify, defend and hold harmless Client against any and all liability, damages, losses, claims, or expenses (including reasonable attorneys' fees and expenses) (collectively, "**Damages**") incurred by Client as a result of a claim, lawsuit, action, or proceeding against Client in which it is determined that a Deliverable infringes on any third party's copyright, trademark, patent, Trade Secret or other intellectual property right (collectively, "**Claim**"). Notwithstanding the foregoing, iVision shall not be responsible for any indemnification if any Claim of infringement is based on (x) any modifications of the Deliverable by any person or entity other than iVision; (y) any Third Party Materials; or (z) the specifications or any customization provided by or requested by Client. iVision's indemnification obligations set forth herein shall be Client's exclusive remedy with respect to any infringement Claim.
- 11.2 By Client.** Client shall indemnify, defend and hold harmless iVision, its officers, agents, and employees against any and all Damages incurred by iVision as a result of any claim, lawsuit, action or proceeding against iVision which alleges that a Deliverable infringes on any third party's copyright, trademark, patent, Trade Secret or other intellectual property right if such alleged infringement is caused by any materials submitted by Client or any action taken by or on behalf of Client, including without limitation any specification or customization provided by or requested by Client.

12. Term and Termination.

- 12.1 Term.** This Agreement shall commence on the Effective Date and shall continue indefinitely unless and until terminated as provided below.
- 12.2 Termination by iVision.** In the event of Client's material breach of this Agreement and/or any Engagement Schedule, and such breach remains uncorrected following sixty (60) days written notice to Client, iVision may terminate this Agreement and all outstanding Engagement Schedules and Service Orders thereunder without penalty.
- 12.3 Termination due to Payment Default.** iVision may terminate this Agreement and all outstanding Engagement Schedules and Service Orders thereunder with immediate effect and without penalty by giving notice to Client if Client fails to timely pay an invoice for Services.
- 12.4 Termination or Expiration of Engagement Schedules.** In the event all Engagement Schedules have terminated and/or expired in accordance with their terms, either party may elect to terminate this Agreement upon written notice to the other party. Termination of any Engagement Schedule shall automatically terminate any Service Order executed thereunder, subject to the obligations set forth in Section 12.5 below.
- 12.5 Obligations upon Termination.** Upon termination of this Agreement for any reason, (i) Client shall promptly pay all Fees and expenses due for Services performed through the date of such termination, and Client shall be entitled to receive the Deliverables in existence upon such payment, and (ii) each party shall immediately return to the other party all copies (in whatever format) of the other party's Trade Secrets and Confidential Information that are in such party's possession. Further, upon termination of this Agreement by iVision pursuant to Section 12.2 or 12.3 above, Client shall pay the following to iVision: (a) any unpaid balance of the Fees, expenses or charges set forth in this Agreement or any Engagement Schedule; (b) any reshipping, restocking and refurbishment charges; and (c) any cancellation or other charges imposed by third parties for maintenance services.

- 13. Non-Solicitation.** During the term of this Agreement and for a period of twenty-four (24) months after the termination hereof, neither party may for any reason, directly or indirectly, on such party's own behalf or in the service or on behalf of others, hire, solicit, divert or recruit any employee, consultant or independent contractor of the other party to leave such employment or engagement, whether or not such employment or engagement is pursuant to a written contract or otherwise. The parties acknowledge and agree it would be difficult if not impossible to accurately determine the measure

of damages caused by a breach of this Section 13. Therefore, in the event that either party commits a breach of this Section 13 and such breach results in an employee, consultant or independent contractor ending the employment, consulting or contractor relationship with the non-breaching party, the breaching party agrees to pay to the non-breaching party, as liquidated damages, a sum equal to 35% of the annualized salary or contract rate of the employee, consultant or contractor. "Annualized salary or contract rate" means the highest rate in effect during six-month period immediately prior to the date the employee, consultant or contractor ends the relationship with the non-breaching party. Liquidated damages under this Section are in addition to, not in lieu of, any other remedies available to the non-breaching party, including but not limited to injunctive relief. If a party files a legal proceeding to enforce the terms of this Section and prevails, the breaching party will pay, in addition to any other remedies or damages, the reasonable attorneys' Fees, expenses and costs incurred by the non-breaching party in the enforcement of this Section. iVision and Client hereby acknowledge that the terms, covenants and restrictions contained in this Section, including the duration, scope and liquidated damages are, under the circumstances, fair and reasonable in all respects.

14. Access to Client's Facilities.

14.1 Client Facilities. Client shall provide to iVision, at no cost to iVision, all necessary access to and use of all of Client's data centers and/or Client's premises and facilities (collectively, "Client Facilities"), as necessary, in order for iVision to perform the Services. iVision will be responsible for all work performed by iVision personnel and contractors while on Client's premises.

14.2 iVision Personnel. While at Client's Facilities, using or accessing Client owned hardware or software, and using or accessing iVision provided hardware or software with access to Client owned resources, iVision personnel shall (a) comply with requests, rules and regulations of Client made known to iVision regarding their conduct (including the wearing of a particular uniform, identification badge or personal protective equipment and adhering to regulations and general safety practices or procedures) generally applicable to such Client Premise, and (b) otherwise conduct themselves in a businesslike manner. If iVision personnel are required by Client to wear uniforms while at Client's site, Client will provide the uniform at Client's expense; otherwise, iVision shall ensure at its expense that its personnel dress in appropriate business attire while performing Services.

15. Data Security.

15.1 General Requirements Regarding Client Data. iVision will provide and maintain reasonable security for the Services and to protect all Client Data. "Client Data" means all electronic data or information furnished, disclosed or otherwise made available to iVision by or on behalf of Client or its Users pursuant to this Agreement, including such data that is collected, processed or generated by or stored with the Services. iVision agrees to provide Client with a confidential copy of such security requirements if requested by Client.

15.2 Information Security Standards. iVision shall implement administrative, physical and technical safeguards to protect Client's Data that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Client Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy regulations and directives. At a minimum, iVision, safeguards for the protection of Client Data shall include: (a) limiting access to Client's personally identifiable information by authorized employees/authorized persons; (b) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (c) implementing network, device application, database and platform security; (d) securing information transmission, storage and disposal; (e) implementing authentication and access controls within media, applications, operating systems and equipment; (f) encrypting highly-sensitive Client Data transmitted over public or wireless networks; (g) strictly segregating Client Data from information of iVision, Inc. or its other customers so that Client Data is not commingled with any other types of information; (h) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; (i) providing appropriate privacy and information security training to iVision employees; (j) regular automated vulnerability scanning of infrastructure components with commercial scanning tools, with tracked mitigation efforts; (k) 7x24 monitoring of security device controls (e.g., firewalls, intrusion prevention system, etc.)

- 15.3 Use and Processing.** iVision will process Client Data in accordance with the provisions of this Agreement and the applicable Engagement Schedule. iVision will not, except as required to use and process the Client Data in accordance with this Section, (1) acquire any rights in Client Data, or (2) use or disclose Client Data for any purpose other than stated below.
- 15.4 Client Data Use Limitations.** Client Data will be used only to provide Client the Services. iVision may use Client Data for troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).
- 15.5 Return and Retention.** Upon request by Client made within 30 days after the effective date of termination, iVision will make available to Client for download a file of Client Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, iVision shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, securely dispose of all Client Data in its systems or otherwise in its possession or under its control.
- 15.6 Third-Party Requests.** iVision will not independently respond to requests from Client's own clients or end users without Client's prior written consent, except where required by applicable law. iVision will not disclose Client Data to law enforcement unless required by law. Should law enforcement contact iVision with a demand for Client Data, iVision will attempt to redirect the law enforcement agency to request that data directly from Client. As part of this effort, iVision may provide Client's basic contact information to the agency. If compelled to disclose Client Data to law enforcement, then iVision will promptly notify Client and provide a copy of the demand, unless legally prohibited from doing so.
- 15.7 Application Security.** iVision shall, at least once annually, retain an independent third party to conduct testing, review and analysis of the security and integrity of its network, applications, systems, services, operations, risks and potential threats. iVision agrees to perform such efforts as are necessary to eliminate the Security Faults as promptly as possible on the basis of criticality.
- 15.8 Vendor Security.** iVision shall ensure that any third party which is used to help iVision provide Services to Client ("Service Provider") maintains an information security program as necessary for iVision to fulfill their obligations under the Agreement. At a minimum, Service Providers shall maintain safeguards which are consistent with this Data Security Section.
- 15.9 Disaster Recovery Plan.** iVision shall maintain throughout the term of this Agreement a disaster recovery plan and business continuity plan that will enable iVision to recover from a disaster and continue providing the products and Services under this Agreement, within the recovery time objectives set forth in such plan. iVision will test the operation and effectiveness of the plan at least annually.
- 15.10 Information Security Breach.** In the event that iVision becomes aware of (or reasonably suspects) that any Client Data (or any Information or material that can be used to access Client Data) that is stored or processed by iVision or its contractors has been compromised (each such event, an "Information Security Breach"), iVision shall promptly notify Client in writing (which may be by email) and provide commercially reasonable assistance in providing requested information about the event. For purposes of this obligation, "compromise" should be read to include, without limitation: (i) any third party unauthorized access to Client data, (ii) any unauthorized disclosure of Client data, (iii) any known or suspected misuse of Client data, (iv) any suspected use of Client data by any person outside of the scope of that person's authority (even if such use does not result in harm to the individual data subject), and (v) any known or suspected loss, alteration, or destruction of Client data other than as required (or permitted) by the Services.
- 15.11 Information Security Breach Mitigation.** In connection with an Information Security Breach, at Client's request, iVision will provide, effect or accept responsibility for the following (collectively, "Mitigation Steps"): (a) investigate, remediate, and mitigate (1) the cause of the Information Security Breach, and (2) the effects of the Information Security Breach; (b) provide the Client with details of its remediation plan to help ensure that such Information Security Breach will not recur; and (c) provide commercially reasonable assistance to enable

Client to notify, where required by law, public authorities or the individuals whose data were or may have been compromised.

16. General Provisions.

- 16.1 Relationship of Parties.** The parties are independent contractors to each other. This Agreement shall not create any employment relationship, partnership, joint venture or agency relationship or authorize any party to enter into any commitment or agreement binding on the other party.
- 16.2 Contractors and Subcontractors.** iVision may utilize contractors or subcontractors to deliver the Services to Client. iVision is responsible for the actions or inactions of each contractor or subcontractor to the same extent as if such obligations were performed by iVision employees. The use of contractors or subcontractors shall not relieve iVision of its responsibility for the performance of its obligations herein. iVision agrees that Client has all rights to information and inspection, as to contractors and subcontractors that Client has as to iVision.
- 16.3 Binding Effect; No Waiver; Severability.** This Agreement shall be binding upon and inure to the benefits of the parties and their respective successors and assigns. No delay or failure in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder. No waiver to any breach of this Agreement shall constitute a waiver to any other breach. If any provision is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.
- 16.4 Assignment.** Neither this Agreement nor the rights nor obligations hereunder shall be assigned or delegated, in whole or in part, by Client to any other person, firm or corporation without the prior written consent thereto by iVision, such consent not to be unreasonably withheld or delayed. iVision may assign this Agreement to any successor of or to the business operated by iVision, whether by merger, consolidation, sale of stock, sale of assets or otherwise.
- 16.5 Force Majeure.** Except for any payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder if such failure is caused by an event beyond such party's reasonable control, including, but not limited to, an act of God, war, terrorist threat or act or natural disaster, provided that the party seeking relief hereunder shall make every reasonable effort to minimize the effects of the force majeure event.
- 16.6 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties at their addresses set forth herein or to such other address as either party may substitute by written notice to the other, delivered in person or by recognized courier. All notices will be deemed delivered upon the earlier of actual receipt or three (3) days after deposit of such notice, properly addressed, postage prepaid, with a nationally recognized courier, certified mail, return receipt requested or personal delivery.
- 16.7 Insurance.** During the term of this Agreement, iVision shall provide and maintain the following insurance coverage: (a) Workers Compensation with statutory minimum coverage; (b) Employer's Liability Insurance with minimum limits of at least \$500,000.00 per injury, accident or disease; (c) Commercial General Liability insurance with minimum limits of at least \$1,000,000.00 per occurrence; and (d) Professional Errors and Omissions insurance with minimum limits of at least \$1,000,000.00.
- 16.8 Governing Law.** This Agreement and all matters regarding the interpretation or enforcement hereof, will be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws' provisions.
- 16.9 Dispute Resolution.** Except as provided in Section 16.10 below, any dispute arising out of this Agreement where the amount in controversy is greater than \$500,000 will be exclusively resolved in a state or federal court located in the State of Georgia, and any dispute arising out of this Agreement where the amount in controversy is \$500,000 or less will be finally settled, exclusively by arbitration before a single arbitrator in Atlanta, Georgia in accordance with the Arbitration Rules of the American Arbitration Association. Each party irrevocably consents to personal jurisdiction and to ex parte action should any party refuse to participate in

such proceedings. The arbitrator's award will be final and binding on all parties and judgment on the award may be entered and the award enforced in any court having jurisdiction thereof.

- 16.10 Injunctive Relief.** Client acknowledges that its breach of Sections 2, 6 and/or 7 of this Agreement will irreparably harm iVision, and that such harm will not be susceptible to accurate measurement for the purpose of calculating money damages. Accordingly, iVision, in addition to seeking and recovering money damages and other remedies available at law, will have the right to obtain an injunction or other equitable relief to prevent a breach or threatened breach of such Sections, or enforce its rights pursuant to such Sections, without the necessity of posting a bond or other security.
- 16.11 Entire Agreement.** This Agreement and each Engagement Schedule and Service Order entered into pursuant to this Agreement, and all attachments, schedules and exhibits attached thereto or executed in connection therewith, represent the entire understanding between the parties hereto with respect to the subject matter set forth herein, and supersede all negotiations, agreements, contracts, commitments and understandings, both verbal and written between iVision and Client, including without limitation any sales quote or proposal prepared by iVision in connection with the Services to be performed hereunder. No modifications, additions, or amendments to this Agreement will be effective unless made in writing and signed by the parties. Additionally, the parties specifically agree that any language or provisions contained on Client's web site, statements of work or other Service documents, or contained in any "shrinkwrap" or "clickwrap" provided by Client is of no force and effect if such language or provisions conflict with the terms of this Agreement.
- 16.12 Control.** In the case of any conflict or inconsistency between the terms of this Agreement and any Engagement Schedule, Service Order, or any other attachment to an Engagement Schedule, the terms and conditions of the Engagement Schedule shall prevail, and then the terms of this Agreement, and then the terms of a Service Order. Without limitation of anything contained in this Section 16.12, any additional, contrary or different terms contained in any invoice confirmation, order or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Agreement, are deemed rejected by iVision and will not modify this Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties.
- 16.13 Attorney's Fees.** In any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's Fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.
- 16.14 Facsimile and Electronic Signatures; Counterparts.** The parties may execute this Agreement and any Engagement Schedule in one or more counterparts. Execution of counterparts may occur by manual signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an Imaged document attached to an email transmission. Each counterpart executed in accordance with the foregoing will be deemed an original, with all such counterparts together constituting one and the same instrument.

[signature page to immediately follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Services Agreement as of the Effective Date.

IVision, Inc.
1430 W. Peachtree St. NW
Ste. 425
Atlanta, GA 30309

<Client Name>
<Client Address>

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CISCO SYSTEMS, INC.
LETTER OF AUTHORIZATION (LOA) - CUSTOMER CONSENT

This document authorizes Cisco to release the specific customer information described in section 2 below to the authorized parties identified in Section 3 below.

1. Authorization to Release Information:

Please sign in the spaces below to authorize Cisco to release your information.

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

2. Information to be Released:

Please specify the information to be released. The Confidential Information to be disclosed under this LOA is described as follows:

SMARTnet contract information for the purpose of managing/renewing and/or opening TAC cases.

3. Authorized Parties:

Please identify the person(s) or company that is to receive the information mention in section 2 above if different then the Company making the request.

Company Name: iVision, Inc.

Individual: Jennifer Benator

Address: 1430 W. Peachtree Street, Suite 425, Atlanta, GA 30309

Phone or email: jbenator@ivision.com

4. Validity Period:

The validity period of this authorization is for six months from the date specified in Section 1 above.



IVISION, INC.
LETTER OF AUTHORIZATION (LOA) - CUSTOMER CONSENT

1. ***Products Currently Under Maintenance Contracts (i.e., NetApp, Citrix, Commvault, VMware, Veeam, etc...):***

2. ***Authorization to Release Information:***

Please sign in the spaces below to authorize the relevant manufacturer to release your information.

Company Name: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

3. ***Information to be Released:***
Maintenance contract information for the purpose of opening cases, managing/renewing.

4. ***Authorized Parties:***

Company Name: iVision, Inc.
Individual: Jennifer Benator
Address: 1430 W. Peachtree Street, Suite 425, Atlanta, GA 30309
Phone or email: jbenator@ivision.com

5. ***Validity Period:***

This authorization is valid until revoked in writing by the Authorizing Party.



38362_Cisco Servers

Quote #000406 v2

Prepared For

City of Dalton
Darin Waldrop
300 West Waugh Street
Dalton, GA 30722

Prepared By

iVision
Matt Strohmeyer
1430 West Peachtree Street NW Suite 425
Atlanta, GA 30309

Date Issued:

03.06.2018

Expires

01.25.2018

P: (706) 529-2445

E: dwaldrop@cityofdalton-ga.gov

P:

E: mstrohmeyer@ivision.com

Hardware		Price	Qty	Est. Price
City of Dalton				
UCSC-C220-M4S	UCS C220 M4 SFF w/o CPU, mem, HD, PCIe, PSU, rail kit	\$1,211.40	3	\$3,634.20
UCS-CPU-E52630D	2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	\$761.76	6	\$4,570.56
UCS-MR-1X322RV-A	32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v	\$777.60	12	\$8,331.20
UCS-HD300G10K12G	300GB 12G SAS 10K RPM SFF HDD	\$234.00	6	\$1,404.00
UCSC-MLOM-CSC-02	Cisco UCS VIC1227 VIC MLOM - Dual Port 10Gb SFP+	\$539.84	3	\$1,618.92
UCS-SD-64G-S	64GB SD Card for UCS Servers	\$131.04	6	\$786.24
CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	\$0.00	3	\$0.00
UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	\$251.84	6	\$1,509.84
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	6	\$0.00
UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	\$79.20	3	\$237.60
UCSC-MRAID12G	Cisco 12G SAS Modular Raid Controller	\$236.16	3	\$708.48
UCSC-MRAID12G-512	Cisco 12Gbps SAS 512MB FBWC Cache module (Raid 0/1/5)	\$249.84	3	\$749.52
C1UCS-OPT-OUT	Cisco ONE Data Center Compute Opt Out Option	\$0.00	3	\$0.00
Dalton PD				
UCSC-C220-M4S	UCS C220 M4 SFF w/o CPU, mem, HD, PCIe, PSU, rail kit	\$1,211.40	2	\$2,422.80
UCS-CPU-E52630D	2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	\$761.76	4	\$3,047.04
UCS-HD300G10K12G	300GB 12G SAS 10K RPM SFF HDD	\$234.00	4	\$936.00
UCS-SD-64G-S	64GB SD Card for UCS Servers	\$131.04	4	\$524.16
CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	\$0.00	2	\$0.00
UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	\$251.84	4	\$1,006.56
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	\$79.20	2	\$158.40
UCSC-MRAID12G	Cisco 12G SAS Modular Raid Controller	\$236.16	2	\$472.32



Hardware		Price	Qty	Est. Price
UCSC-MRAID12G-512	Cisco 12Gbps SAS 512MB FBWC Cache module (Raid 0/1/5)	\$249.84	2	\$499.68
C1UCS-OPT-OUT	Cisco ONE Data Center Compute Opt Out Option	\$0.00	2	\$0.00
UCS-MR-1X161RV-A	16GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v	\$395.64	8	\$3,165.12
UCSC-MLOM-IRJ45	Intel i350 quad-port MLOM NIC	\$241.56	2	\$483.12
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$62.00	6	\$372.00
		Subtotal		\$37,637.76

Services		Price	Qty	Est. Price
CON-OSP-C220M4S	City of Dalton SNTC-24X7X40S UCS C220 M4 SFF w/o CPU, mem, HD	\$1,375.14	3	\$4,125.42
CON-OSP-C220M4S	Dalton PD SNTC-24X7X40S UCS C220 M4 SFF w/o CPU, mem, HD	\$1,375.14	2	\$2,750.28
		Subtotal		\$6,875.70

"iVision's standard working hours are (8) hours per day between the hours of 7:00 AM to 7:00 PM, Monday through Friday. Time required by Client to work outside the standard working hours or on Federal Holidays will be billed in addition to the above rates at one and a half (1.5) times the standard rate indicated above."

Professional Services		Price	Qty	Est. Price
CS-DC-FF	iVision Consulting- 50% Project Kickoff	\$12,500.00	1	\$12,500.00
CS-DC-FF	iVision Consulting- 50% Project Close	\$12,500.00	1	\$12,500.00
		Subtotal		\$25,000.00

Quote Summary		Amount
Hardware		\$37,637.76
Services		\$6,875.70
Professional Services		\$25,000.00
Total		\$69,513.46

Prices and discounts (if any) apply only to the specific quantities and estimated delivery schedules shown above. Any variation in quantity or requested delivery may result in prices or discount changes. Final amounts for taxes, shipping, and credit card payments will be included on the invoice. Subject to continuing credit approval, terms of payment are net 20 days from the invoice date unless otherwise specified. This quote is firm for 30 days from the date above, but prices, estimated delivery schedules, and product availability may change as a result of delay in order placement, changes in the cost of precious metals, or other causes beyond our control as set forth in paragraph 6 of our terms & conditions. To review terms & conditions go to: <http://ivision.com/company/scope-agreement-term/>

Note: Once product is ordered and shipped there is NO right of return. Manufacturers do not allow for a credit once product is shipped. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released. By approving this quote you are also approving any attachments (SOW, Contracts, etc.).



Acceptance:

iVision

City of Dalton

Matt Strohmeier

Signature / Name

03/06/2018

Date

Signature / Name

Initials

Date



Mayor and Council Agenda Request

Council Meeting Date: 04/16/2018

Department: Parks and Recreation

Subject: Pest Control

Cost: \$4,320/year Already in Current Year Budget? Yes ☒ No ☐

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? _____

Please provide a summary of your request, including background to explain the request

Without a current contract we are paying out close to \$3,900/year. This agreement will cover 7 different locations. Currently only 1 building is covered.
DPRD is requesting to accept the lowest bid from ORKIN. The closest bid is \$9,000.

Requested By: Mike Miller approved by Rec Commission 3-13-18

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date
<div></div>	<div></div>	<div></div>



Dalton Parks and Recreation Department
706-278-5404
904 Civic Drive, Dalton, GA 30720
www.mydprd.com



PEST CONTROL SERVICES AGREEMENT

SCOPE OF WORK: ORKIN Pest Control will provide routine pest control (roaches, silverfish, ants, fleas, spiders, carpenter ants, mice, rats, and any other indigenous pests or insects in North Georgia) for selected City of Dalton Parks & Recreation Department facilities, including but not limited to:

1. Mack Gaston Community Center
2. John Davis Recreation Center
3. Heritage Point Park Concessions (2 Locations)
4. Al Rollins Concession Stand
5. Lakeshore Tennis Center
6. Ron Nix Concession Stand
7. Community Center Concession Stand

ORKIN Pest Control will upon request from the City of Dalton Parks & Recreation Department come out and treat for pests on an on-call basis at no extra charge within 48 hours of being contacted.

- I. **TERM OF AGREEMENT:** The initial term of the Pest Control Services Agreement shall be one (1) year commencing on April 1, 2018 and terminating on March 31, 2019 with three (3) consecutive one (1) year renewals thereafter. Renewal shall be at the sole option of the City.
- II. **Total Cost:** ORKIN will bill Dalton Parks and Recreation each month **\$360.00** for a yearly total of **\$4,320.00**
- III. **COMMENCEMENT OF AGREEMENT:** The following information and certificates must be provided to the City of Dalton prior to the commencement of the Agreement:
 1. A Certificate of Insurance shall be provided to the City of Dalton within seven (7) calendar days of the award of the contract.
 2. Evidence of proper licensing shall be provided to the City of Dalton no later than March 15, 2018.
- IV. **CONTRACTOR'S LIABILITY INSURANCE AND INDEMINIFICATION:** The contractor will not commence work under this Agreement nor receive any payments due until all insurance requirements herein have been met.
 1. **INDEMINIFICATION:** The contractor agrees to indemnify, defend and hold harmless the City of Dalton, its officers, agents, and employees from any and all claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the contractor or its agents, assigns or subcontractors.
 2. **WORKER'S COMPENSATION:** The contractor will maintain statutory Worker's Compensation and Employers' Liability insurance under all State of Georgia statutory requirements, to protect the contractor from any liability or damages for any injuries, including death and disability, to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be hereinafter enacted.
 3. **LIABILITY INSURANCE:** The contractor shall purchase and maintain with a company or companies authorized to do business in the State of Georgia, public liability insurance in the amount of \$2,000,000 combined single limit, which will protect the contractor, its subcontractors, and the interests of the City of Dalton against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action, activity, or operation under this Agreement or in connection with the contractor's services and work.

4. The contractor agrees to provide the required insurance coverage from companies admitted within the State of Georgia with an AM Best's Key Rating of A:VI or higher.

5. The contractor shall be solely responsible for its work and every part thereof, and for all materials, supplies, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

6. No change, cancellation, or non-renewal shall be made in any insurance coverage without sixty (60) days written notice to the City of Dalton. The contractor shall furnish a new Certificate of Insurance prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments due until the new certificate is furnished to the City of Dalton. Such failure shall also serve as grounds for immediate termination of the Agreement by the City of Dalton.

7. The City of Dalton shall be named as an additional insured in the General Liability policy required in Section III: 3 and it shall be so stated on the Certificate of Insurance with the provision that this coverage is primary to all other coverage the City of Dalton may possess.

- IV. **TERMINATION:** The Agreement may be terminated without cause by either party upon thirty (30) calendar days advance written notice to the other party. In the event that the City of Dalton Parks & Recreation Department shall relocate its facilities during the term of the Agreement the City may terminate the Agreement upon ten (10) calendar days advance notice to the contractor. All sums earned and due to the contractor up to the date of termination shall be paid to the contractor. The City of Dalton Parks & Recreation Department may also terminate this Agreement at any time for nonperformance, default or negligence by the contractor. The determination of non-performance, default or negligence will be made solely by the City of Dalton Parks & Recreation Department. Outstanding payments for services due to the contractor will only be paid upon such termination if they are not related to any services rendered or incidents by contractor that are the subject of the City of Dalton Parks & Recreation Department finding of non-performance, default or negligence.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals to this contract the day and year first written above.

The CITY OF DALTON, GEORGIA

By: _____
Dennis Mock, Mayor

ORKIN Commercial Services

By: *Jessica Moore Reeves*

Title: *Commercial Account Manager*



Mayor and Council Agenda Request

Council Meeting Date: 04/16/2018

Department: Parks and Recreation

Subject: Fireworks for July 4th

Cost: \$19,000 Already in Current Year Budget? Yes X No

Provide Funding Source if Not in Budget:

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

Each year the city provides the largest fireworks show in NW Georgia. This year will be bigger. This is the lowest bid and has 2700+ more shells than the other bids. We have used this company in the past. We are getting more BANG for the buck.

Requested By: Mike Miller and approved by Rec Commission

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date

America's World Class Fireworks Leader
FIREWORKS DISPLAY AGREEMENT

Display Date: July 4, 2018

AGREEMENT made March 15, 2018 by and between Pyro Engineering, Inc., whose address is 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714 (hereinafter "PEI"); and Dalton Parks & Recreation Dept., P.O. Box 661, Dalton, GA 30722-0661 (hereinafter "SPONSOR").

WHEREAS, PEI designs, produces, and conducts fireworks displays; and

WHEREAS, SPONSOR wishes to engage PEI to design, produce and perform a fireworks display on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. FIREWORKS DISPLAY: On, July 4, 2018 (hereinafter "the Display Date"), PEI shall provide the fireworks and equipment for the display at the Fireworks Display location. The display will be under the supervision of a PEI trained technician. It is agreed that PEI shall be the sole fireworks supplier and producer for the event contracted for herein. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

ALTERNATE DATE: July 5, 2018

2. COST AND PAYMENTS:

FIREWORKS DISPLAY PRICE:	\$19,000.00
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The total (Fireworks Display Price plus all other applicable charges) sum of \$19,000.00 shall be due and payable as follows:

a. The sum of : \$9,500.00 upon execution and delivery of this contract.

b. The Balance of : \$9,500.00 (which includes any taxes that may be applied to this sale) shall be paid by Official Check made payable to Pyro Engineering, Inc. not later than fifteen (15) days prior to the Display Date.

Please Note: SPONSOR is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition. Also, please see Section 16(c) below.

3. POSTPONEMENT/RESCHEDULING: If the display of the fireworks is postponed/rescheduled by reason of inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of PEI, same shall be re-scheduled to the Alternate Date set forth above. In the event a postponement/rescheduling is necessary due to inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of PEI a postponement/rescheduling fee will be based on the table below.

Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM on 7/3/2018	5%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on 7/3/2018	15%	Any 3 rd Party Vendor Expenses
Once Bay Fireworks Techs Arrive on Site	20%	Any 3 rd Party Vendor Expenses

Any request made by SPONSOR for rescheduling/canceling shall be directed to help@bayfireworks.com or by phone (516) 233-4132. It is understood and agreed that PEI shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of PEI.

4. SPONSOR'S AGENT: Mr. Greg Walker CELL PHONE: 706-463-5837 shall be designated as SPONSOR'S agent to whom all questions and inquiries shall be relayed. Sponsor's agent shall be the only agent of SPONSOR authorized to make decisions on behalf of SPONSOR or to request rescheduling of the fireworks display on the part of SPONSOR.

Please Initial each page.

Initial here:

GW
Sponsor

PEI

5. EXHIBITION PLANNER CHECKLIST: It is understood and agreed by the parties hereto that the Fireworks Display shall be contingent upon the strict compliance by SPONSOR with all items specified on the Exhibition Planner Checklist (EPC) which is annexed hereto and made a part hereof. Failure on the part of SPONSOR to comply with all requirements set forth in the EPC to the satisfaction of PEI within the time limits therein set forth shall be deemed to be an event of default of SPONSOR'S obligations hereunder.

6. SECURITY/SAFETY: SPONSOR shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by PEI. SPONSOR shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that PEI will cease all fireworks discharge due to any security breach of the FSZ. PEI shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the SPONSOR's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. SPONSOR acknowledges and agrees that PEI's responsibilities are limited to the Fireworks Display and that PEI is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of SPONSOR shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the PEI technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The PEI technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display or the setup schedule. The PEI technician may at any time temporarily discontinue the discharge of fireworks for any reason.

7. CREDITS: As a material inducement to PEI agreeing to enter into this Agreement, SPONSOR shall give PEI program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.

8. INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE. PEI shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event PEI is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.

9. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and PEI's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by SPONSOR prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event SPONSOR'S permit in any way limits or restricts the sale, performance or operation of said exhibition, PEI shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of SPONSOR'S permit. SPONSOR acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle SPONSOR to a reduction or abatement in the full contract price.

10. GENERAL PROVISIONS:

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. SPONSOR acknowledges and agrees that PEI has not made any representations or warranties except those specifically set forth in this contract.

Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.

- b) SPONSOR is responsible for removal of paper debris associated with the Fireworks Display.
- c) PEI is not responsible for procuring any marine services associated with the production of SPONSOR'S event. Should SPONSOR require these services, PEI may, upon written request, assist SPONSOR in the location and contracting of such services. All additional costs and fees associated with marine services are the responsibility of the SPONSOR. It is specifically understood and agreed that PEI shall not be responsible in any way if any third party service with which SPONSOR has contracted for service fails to perform and the display cannot proceed as planned.
- d) SPONSOR is responsible for any additional marine costs and fees, city permit/escort fees, County /State/PD/FD/FM fees, local town permit fees, etc.
- e) In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request PEI to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display
- f) PEI agrees to procure liability insurance on behalf of SPONSOR, and to indemnify SPONSOR, to the extent thereof, for all claims arising out of PEI's negligence. Any additional insurance that is required that incurs a cost, will be the SPONSOR'S responsibility.

Please initial each page.

Initial here:

GW
Sponsor

PEI

11. SPONSOR'S DEFAULT: In the event SPONSOR shall fail to pay any sum when due under the terms of this contract, SPONSOR shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. SPONSOR does further agree that it shall pay PEI reasonable attorney fees and other costs in the event PEI shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel SPONSOR to pay any sums due hereunder or otherwise as a result of SPONSOR'S default of any of the terms and provisions herein contained.

12. LIQUIDATED DAMAGES: It is agreed by and between the parties hereto that in the event of SPONSOR'S default hereunder PEI shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that PEI will have suffered damages due to Sponsor's default. The damages suffered by PEI as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due PEI is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by PEI.

13. SUBSTITUTIONS: PEI shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle SPONSOR to a reduction or abatement of the full contract price.

14. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Nassau County, New York, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of New York.

15. BINDING EFFECT: This contract shall not be binding on PEI until executed by SPONSOR and PEI and PEI is in receipt of the downpayment required hereunder.

16. EXHIBITION PLANNER CHECKLIST (EPC):

- a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

SPONSOR'S RESPONSIBILITY: It is Sponsor's responsibility to call your State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. PEI will prepare the paperwork for the permit application on SPONOR'S behalf. Upon receipt of your permit, you must send the permit to our office for our records no later than 30 days prior to your display date. Failure to do so could seriously jeopardize your display. You must obtain information on:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display. If a license is required, fax all forms immediately to us.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Federal regulations require that we carry an accurate route plan to the display site. Fax us a copy of the route instructions from the nearest US Interstate to the display area (approved by the fire marshal or other authority, if necessary).
5. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

b. COAST GUARD PERMITS (where required):

1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events).
2. Coast Guard Application and Permit to Handle Hazardous Materials.
3. Coast Guard Marine Event Permit.

Please initial each page.

Initial here:

CW
Sponsor

PEI

c. **SPONSOR RESPONSIBILITIES AND EXPENSES** (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price.

- 1) SECURITY: MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.
- 2) Sand: Please provide 0 yards of sand.
- 3) Laborer(s): 0 laborers to arrive at fireworks site on _____ (They will not handle fireworks).
- 4) Hotel Room(s): GN 2 DBL hotel rooms (within 10 miles of show site).
- 5) Vehicle(s): Four-wheel drive vehicle for movement on sand: Yes _____ No XX
- 6) If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives

d. **RADIO SIMULCAST EXPENSES** (If applicable):

- 1) Set up and staff a fireworks simulcast command center on site by 1:00 PM on the display date.
- 2) Provide broadcast relay to PEI Firing Center. Call our office for details.
- 3) Speaker system for VIP viewing stands.

e. **INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1. <u>DALTON PARKS & RECREATION</u>	3. _____
2. <u>CITY OF DALTON</u>	4. _____

Name of Sponsor	Date	Pyro Engineering Signature	Date
By:			
Signed by on behalf of Sponsor (Signature)		Print Name	
Title of authorized representative of Sponsor		Title	

State of _____
County of _____

On the ____ day of _____, in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

[seal]

Please initial each page.

Initial here:

Sponsor

PEI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 180 Glastonbury Boulevard Suite 401 Glastonbury CT 06033		CONTACT NAME: Shaunna Marquis PHONE (A/C, No, Ext): (860) 430-3700 FAX (A/C, No): (860) 430-3730 E-MAIL ADDRESS: smarquis@mayboneadark.com	
INSURED Pyro Engineering Inc., DBA: Bay Fireworks 999 S. Oyster Bay Rd. Suite 111 Bethpage NY 11714		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Liberty Mutual Insurance Company INSURER C: Chesapeake Employers' Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 23043 11039	

COVERAGES **CERTIFICATE NUMBER:** 18-19 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		023627358	02/15/2018	02/15/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$				
		PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000	
					PRODUCTS - COM/OP AGG \$ 2,000,000	
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		023627359	02/15/2018	02/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
					\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		023627359	02/15/2018	02/15/2019	EACH OCCURRENCE \$ 9,000,000
		AGGREGATE \$ 9,000,000				
		\$				
		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC5-39S-387471-018	02/15/2018	02/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	Workers' Compensation Maryland		5451949	03/06/2018	03/06/2019	E.L. Each Accident 1,000,000
		E.L. Disease - EA Employee 1,000,000				
		E.L. Disease - Policy Limit 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liberty Mutual Workers' Compensation States: CT, GA, NC, NV, SC, VA

Date of Display: July 4, 2018

LOCATION OF DISPLAY: Heritage Point Regional Park, Dalton GA

RAIN DATE: July 5, 2018

Dalton Parks and Recreation Department; County of Whitfield, County of Whitfield Board of Commissioners; Dalton, GA; Greg Walker are included as additional insured as respect to the General Liability policy per written agreement/contract.

CERTIFICATE HOLDER

Dalton Parks and Recreation Dept. P.O. Box 661 Dalton GA 30722	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David K. Ch...
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Decker Agency Inc 37 Elmwood Avenue Buffalo NY 14201-2018	CONTACT NAME: Decker Agency PHONE (A/C, No, Ext): (716)883-1455 FAX (A/C, No): (716)883-6210 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Continental Ins Co NAIC # 10243 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pyro Engineering Inc, DBA: Bay Fireworks 999 S Oyster Rd Suite 111 Bethpage NY 11714	

COVERAGES

CERTIFICATE NUMBER: 18-19 Master 5 million

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CNY0004909233-8	02/15/2018	02/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Additional Personal Injury \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the named insured

CERTIFICATE HOLDER

CANCELLATION

Dalton Parks & Recreation Dept. P.O. Box 661 Dalton GA 30722-0661	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Mayor and Council Agenda Request

Council Meeting Date: 4/16/18

Department: Administration

Subject: Liaison Ordinance

Cost: N/A Already in Current Year Budget? Yes ☐ No ☐

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

Updating Ordinance by adding a new section for Mayor and Council Liaison Appointments

Requested By:

Mayor and Council

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date

ORDINANCE 18-05

To Amend Chapter 2 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Administration"; By Amending Article II Captioned: "Mayor and Council" By The Addition Of A New Section 2-34 Captioned "Liaisons"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Amend Chapter 2 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: "Administration"; by amending Article II captioned: "Mayor and Council" by the addition of a new Section 2-34 captioned: "Liaisons", which shall read as follows:

Sec. 2-34. Liaisons.

At the beginning of each calendar year, the Mayor shall appoint members of the Council to serve as liaisons between the Mayor and Council and the various departments, boards and commissions of the City. A liaison shall serve for balance of the calendar year, but may be reappointed for additional one-year terms at the discretion of the Mayor. If a liaison position becomes vacant during a calendar year, the Mayor shall appoint a new liaison to serve for the balance of that year. Liaisons shall keep the Mayor and Council current on matters concerning their respective departments, boards and commissions. Liaisons shall communicate concerns of the Mayor and Council to the departments, boards and commissions. Liaisons shall be invited to attend, and to participate in, all regular, special and executive meetings of the department, board or commission with which they liaise, but shall not have a vote on matters coming before the meeting of such department, board or commission.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON